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Tel. & Tel. Co. v. Danaher (1915) 238 U. S. 482. The stipulation in the principal case would seem justifiable, for the contract itself and the bill furnish sufficient notice for the ordinary man. Service to the public will suffer if everyone can force a company to begin to take out connections in order to secure payment, and can defeat even this by a belated tender of the amount due. It does not necessarily follow that the delayed payment of one's back debts is a satisfaction of a contract previously broken. If this decision is to be justified, it must be on the ground that the provision was designed to be only a method of enforcing the rental charge, and that public policy will not permit such a corporation to enforce its contract to the letter, when the consumer is willing to pay the amount owed at the time the contract was broken. *Royal v. Cordele* (1909) 132 Ga. 125.

J. E. H.

TELEGRAPH AND TELEPHONES—ERROR IN TRANSMISSION OF MESSAGE—LIABILITY TO ADDRESSEE.—*PENOBSCOT FISH CO. v. W. U. TEL. CO.* (1916) 98 ATL. (CONN.) 341.—The defendant telegraph company accepted in Connecticut a message to be transmitted to the plaintiff in Maine. By the defendant's negligence the message was delivered as an order for ten barrels of lobsters instead of one barrel. Plaintiff sent ten barrels, but the consignee refused to accept them. Held, that the plaintiff was entitled to recover damages caused by the defendant's error in transmission.

The offeror is bound by the terms of a telegraphic message as received by the offeree. *W. U. Tel. Co. v. Flint River Lumber Co.* (1902) 114 Ga. 576; *Ayer v. W. U. Tel. Co.* (1887) 79 Me. 493; *contra, Pepper v. W. U. Tel. Co.* (1889) 87 Tenn. 554. If the message appears on its face to be for the benefit of the sendee, he may sue the company as beneficiary of the contract between the company and the sender *Wadsworth v. W. U. Tel. Co.* (1888) 86 Tenn. 695; *W. U. v. Potts* (1907) 120 Tenn. 37. But the plaintiff in the principal case is not such a beneficiary as to entitle him to sue on the contract. He may, however, bring an action in tort. *Young v. W. U. Tel. Co.* (1889) 107 N. C. 370; *Stewart, Morehead & Co. v. Postal Tel. & Cable Co.* (1906) 131 Ga. 31. The addressee in such an action must show legal damage. *Rose v. U. S. Tel. Co.* (1867) 3 Abb. Dec. (N. Y.) 408. No legal damage is shown in the principal case since the offeror was bound by the message reaching the plaintiff. The decision can be justified then, only on the ground that it prevents circuity of action by allowing the addressee to recover from the company. The court in the principal case evidently assumed that the negligent act of the defendant was committed in Connecticut.

J. N. M.

WILLS—TRUST ESTATE—ASSIGNMENT TO WIFE.—*WEST v. BURKE* (1916) 113 N. E. (N. Y.) 561.—The plaintiff, on his wife's action for divorce, assigned to her in trust for life, \$15,000, which was to be held by the executors and trustees under the will of his father to be paid him out of the

residuary estate when he should reach the age of thirty-five years, and \$100,000 of the principal of the residuary estate which was to come to him when he should reach forty. These assignments were approved by the court, and also confirmed in the trustees' action for instructions. Subsequently the plaintiff brought an action to obtain adjudication, that at the execution of such assignments, the legal title was vested in the trustees under the will, and to have the assignments set aside. *Held*, that in the absence of mistake, duress or fraud, the plaintiff could not maintain such an action.

In the absence of any provision to the contrary in the will, a legatee may assign, or a devisee convey his interest. *Gardner, Wills*, 624; *Hogan v. Bell* (1837) 4 Stew. & P. (Ala.) 286; *Bauernschmidt v. Bauernschmidt* (1904) 97 Md. 35; *Cecil v. Negro Rose* (1861) 17 Md. 92; *Sanders v. Soutter* (1903) 136 N. Y. 97. Such an assignment duly executed, passes all the rights of the assignor but nothing more. *Clapp v. Meresole* (1863) 38 Barb. (N. Y.) 661. The weight of authority seems to be that even a future contingent interest in personalty is alienable. *Lent v. Howard* (1883) 89 N. Y. 169; *Cochrane v. Schell* (1894) N. Y. 516. The court in the principal case apparently proceeded on the theory that the so-called trustees were really only bailees possessing certain rights, powers, privileges, etc., since it held that the legal title although incomplete was in the beneficiary. However, if the legal title had been vested in the trustees the equitable title could have been assigned under the New York statute. *Personal Property Law* (Consol. Laws, c. 41) sec. 15.

G. S., JR.